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EXAMINER

REAGAN, JAMES A

ART UNIT

PAPER NUMBER

3621

DATE MAILED: 05/25/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	Application No.	Applicant(s)
	09/447,912	DANNEELS ET AL.
	Examiner	Art Unit
	James A. Reagan	3621

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

1) Responsive to communication(s) filed on **23 March 2004**.  
 2a) This action is **FINAL**.      2b) This action is non-final.  
 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

4) Claim(s) 27-48 is/are pending in the application.  
 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.  
 5) Claim(s) \_\_\_\_\_ is/are allowed.  
 6) Claim(s) 27-48 is/are rejected.  
 7) Claim(s) \_\_\_\_\_ is/are objected to.  
 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

9) The specification is objected to by the Examiner.  
 10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
     Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
     Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
 a) All    b) Some \* c) None of:  
     1. Certified copies of the priority documents have been received.  
     2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
     3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

1) <input type="checkbox"/> Notice of References Cited (PTO-892)	4) <input type="checkbox"/> Interview Summary (PTO-413)
2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)	Paper No(s)/Mail Date. _____.
3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.	5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)
	6) <input type="checkbox"/> Other: _____.

## **DETAILED ACTION**

### **Status of Claims**

1. This action is in response to the amendment received on 23 March 2004 (paper #19).
2. Claims 27, 31, and 40 have been amended (paper #19).
3. Claims 27-48 have been examined.

### **RESPONSE TO ARGUMENTS**

4. Applicant's arguments received on 23 March 2004 have been fully considered but they are not persuasive. Referring to the previous Office action, Examiner has cited relevant portions of the references as a means to illustrate the systems as taught by the prior art. As a means of providing further clarification as to what is taught by the references used in the first Office action, Examiner has expanded the teachings for comprehensibility while maintaining the same grounds of rejection of the claims, except as noted above in the section labeled "Status of Claims." This information is intended to assist in illuminating the teachings of the references while providing evidence that establishes further support for the rejections of the claims.

With regard to the limitations of claims 27, 31, and 40, Applicant argues that "...the examiner has used a piecemeal approach to finding disparate elements in claim 27 in the prior art, and as they used in permissible hindsight to reconstruct the claimed invention using the improbable combination of portions of Laor, Gabber, and Kunzelman." The Examiner respectfully disagrees. In

response to Applicant's argument that the examiner's conclusion of obviousness is based upon improper hindsight reasoning, it must be recognized that any judgment on obviousness is in a sense necessarily a reconstruction based upon hindsight reasoning. But so long as it takes into account only knowledge which was within the level of ordinary skill at the time the claimed invention was made, and does not include knowledge gleaned only from the applicant's disclosure, such a reconstruction is proper. See *In re McLaughlin*, 443 F.2d 1392, 170 USPQ 209 (CCPA 1971). Aspects of claim 27 are shown in the combination of the analogous prior art of reference consisting of Laor, Gabber, and Kunzelman. Since each of Laor, Gabber, and Kunzelman disclose methods and techniques that are used for e-commerce, the teachings of each of references are properly combined as shown in the rejections below. With this in mind, the Examiner has examined the claim 27 as a whole and in doing so has relied on the prior art of reference to disclose features of the present invention that are already well known in the art as evidenced by the disclosures contained within the prior art of reference. Although the instant invention differ slightly from the prior art of reference, the differences would be considered obvious and thusly are pointed out over the combination of the prior art of reference.

In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally

available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, the Examiner has relied upon the voluntarily submitted drawings summarizing the prior art of reference submitted by the Applicant as well as the disclosures of the prior art of reference to show that the combination of Laor, Gabber, and Kunzelman solves the same problem(s) as claimed by the applicant by teaching the obvious variation to the claimed solution by the Applicant.

With regard to the limitations of claim 28, Applicant argues that Gabber's system does appear to allow for an anonymous, club member by using a proxy server, which the present invention does not. However, since the claim limitations are silent with regard to the technique of providing anonymity, the way in which the prior art of reference discloses anonymity is irrelevant. The mere fact that an anonymous transaction is taking place reads on the claim language of providing an anonymous environment.

With regard to the limitations of claims 38, 47, 39, and 48 it appears as if the Applicant is attacking the prior art of reference singularly in a piecemeal approach to a debunking the teachings of each reference, instead of analyzing the combination of the analogous prior art of reference consisting of Laor, Gabber, and Kunzelman which has been properly combined under 35 USC § 103 as intended by the Examiner. Each and every element of the aforementioned claims have been addressed in the rejections as shown below.

### Claim Rejections - 35 USC § 112

5. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

6. Claims 27, 31, and 40 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Specifically, the claims recite:

- *at least one affiliate web site communicating with the club manager web site to register for the club;*
- *wherein the at least one club member registers for the club before the at least one affiliate registers for the clause and received a credential; and*
- *joining the club, by the filly web site, after the club member has joined the club;*

The examiner can find no evidence contained within the specification describing the manner in which an affiliate joins or registers with the club, nor does the specification provide the order in which the affiliate joins the club, before or after existing club members.

7. Claims 27, 31, and 40 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. Specifically, the claims recite:

- *at least one affiliate web site communicating with the club manager web site to register for the club;*
- *wherein the at least one club member registers for the club before the at least one affiliate registers for the clause and received a credential; and*
- *joining the club, by the filly web site, after the club member has joined the club;*

The examiner can find no evidence contained within the specification describing the manner in which an affiliate joins or registers with the club, nor does the specification provide the order in which the affiliate joins the club, before or after existing club members.

### **Claim Rejections - 35 USC § 103**

8. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary

skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

9. Claims 27-31, 33, 36-40, 42, 45, 47, 48 are rejected under 35 U.S.C. 103(a) as being unpatentable over Laor (US 6,076,069) in view of Gabber et al. (US 5,961,593), and further in view of Kunzelman et al. (US 6,041,357A).

**Examiner's note:** Examiner has pointed out particular references contained in the prior art of record in the body of this action for the convenience of the Applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply. Applicant, in preparing the response, should consider fully the *entire* reference as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the Examiner.

**Claim 27:**

With regard to the limitation of:

- *a club manager web site to create a club, the club manager web site including a registration component to register users as club members, Laor shows a registration function to register a user as a club member (column 2, lines 14-21, lines 26-30, and column 4, lines 5-14),*
- *credential creation component to create a value token associating a selected club member with entitlement to a benefit and to cryptographically sign the value token to create a credential, Laor*

discloses a coupon and coupon redemption for a benefit (column 2, lines 14-21).

- *the at least one affiliate web site including a credential verification component to verify the authenticity of the value token of the credential*, Laor discloses verifying the coupon and enabling the transaction (column 2, lines 14-21 and lines 53-60),
- *a benefit provision component to provide the benefit to the selected club member on demand if the value token is valid*, Laor discloses authenticating the coupon and authorizing the completion of the transaction (column 2, lines 39-45),
- *at least one club member coupled to the club manager web site to register for the club and to request the benefit, and coupled to the at least one affiliate web site to receive the benefit*, Laor shows a client coupled through the Internet to multiple servers for entry into a club and redemption of coupons from an affiliate (Figure 1 and associated text).

Laor does not disclose *at least one affiliate web site coupled to the club manager web site to receive the credential directly from the club manager web site*. However, Gabber shows a method of communicating a credential to an affiliate without requiring the anonymous club member to store a value token (column 11, lines 15-54). In Laor, the credential is communicated to the affiliate in the form of a cookie stored on the user's computer. The value token contains information entitling the user to "a coupon" (Laor, column 2, line 1-21) that

modifies a transaction. In Gabber the value token takes the form of data identifiers that allow server sites to recognize returning users and provide personalized service to them (Gabber, column 11, lines 56-58). These identifiers are transmitted directly from the proxy site to the server site (Gabber, column 7, lines 7-11). Both the coupon and data identifier applications of the value token fall under the applicant's definition of a value token as defined in the instant application (page 7, line 22). It would have been obvious to one of ordinary skill in the art at the time of the invention to substitute the method of using a cookie to transmit the value token to the affiliate with the method of direct transmission of the value token from the club manager (proxy site) to the affiliate because cookies may compromise a user's security by collecting information about the user and transmitting that information back to a web-site without the user's knowledge (Gabber, column 2, lines 39-50).

Laor and Gabber disclose cookies and tokens as shown above. The combination of Laor/Gabber does not specifically disclose that the benefit can be a cryptographically signed token or a coupon substituted for a cookie. Kunzelman, however, in column 2, line 29 to 57, discloses that the cryptographically signed token is an equivalent replacement for a cookie. It would have been obvious to one of ordinary skill in the art at the time of the invention to combine Laor, Gabber, and Kunzelman to substantially eliminate the security risks associated with prior art techniques of approving transactions between a user and an electronic transaction system, while maintaining a

satisfactory degree of anonymity and providing an efficient means for conducting online transactions.

With regard to the limitation of *without further interaction between the at least one club member and the club manager*, the Examiner stipulates that the figure provided by the Applicant in the Appeal Brief is accurate with regard to the fundamental block diagrams of the layout between the club member, and the club manger and the affiliate as disclosed by Laor and Gabber. The voluntarily supplied diagram specifically shows Laor teaching that the benefit i.e. coupon or token, cryptographically signed, being delivered to the club member without having to further communicate with the club manager i.e. proxy. This aspect of the claimed invention has been repeatedly asserted in that the obviousness rejection in the previous Office actions has not been acceptable to the Applicant. In response to this assertion, the Examiner maintains that it would be obvious to one of ordinary skill in the art at the time of the invention to combine the structure of Laor and the structure of Gabber to teach the limitations as cited by the Applicant. As evidence, Laor specifically shows the benefit being delivered to the club member without going back through the proxy, as Gabber shows. Combining this aspect of Laor with the structure of Gabber clearly discloses the structure and fundamental framework as claimed by the Applicant.

With regard to the newly added limitations of an affiliate registering for the club and registering before or after other club members, it would have been obvious to one of ordinary skill in the art to require an affiliate to register with the club in order to provide a link to the affiliate's web site to other club members in

users. In addition it would also be obvious to one of ordinary skill in the art that affiliate's join the club membership roster either before or after users joined because this enables a club manager to continually update an increase or decrease the affiliated roster as a club manager sees fit.

**Claim 28:**

The combination of Laor/Gabber discloses the limitations as shown in the rejection of claim 27 above. Laor/Gabber do not specifically disclose that *the club member is anonymous from the perspective of the club manager and the at least one affiliate*. Gabber, however, in Figures 1-6 and related text, discloses a method of registering a user as an anonymous club member (Figure 3). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Laor/Gabber to include the method of anonymous registration of Gabber because anonymity prevents multiple sites from colluding to combine customer information using user names and passwords and build dossiers on particular customers (Gabber, column 2, lines 13-19). Additionally, it is important to note in the invention of Laor it is not explicitly stated that personal data is collected from the user during the registration process. Rather it is understood that during the process of communicating the credential to the affiliate via the cookie placed on the client computer that the anonymity of the user is compromised. Thus, in the invention of Laor, once the cookie placed on the user computer is replaced with a method that allows the credential to be directly transmitted to the affiliate the user's anonymity is maintained.

**Claim 29:**

With regard to the limitation of *the club member comprises a user's personal computer and web browser*, Laor, in Figure 1 shows a client connected to the Internet, inherently disclosing a web browser. In addition, it would have been obvious to one of ordinary skill in the art at the time of the invention to assume that a club member would use their own personal computer from either the office or at home to access the club and the club's affiliates because using a personal computer is an effortless and efficient means to connect to Internet sites.

**Claims 30, 36, and 45:**

The combination of Laor/Gabber discloses the limitations as shown in the rejection of claims 27 above, and claims 31 and 40 below. Laor/Gabber do not specifically disclose that *the value token comprises a randomly selected transaction identifier associating the club member with the benefit, but not identifying any characteristics of the club member*. Gabber, however, does disclose a method that "...generates secure substitute identifiers (e.g., alias user names, passwords, e-mail addresses, postal addresses, credit card numbers, etc.) that are distinct and secure for the user...the user provides one or more character strings (which may be random) (column 6, line 65 to column 7, line 2)." It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Laor/Gabber to include the method of producing an anonymous random number to identify a member with a benefit because using an anonymous string to recognize a transaction and a member maintains the

secrecy of the user which prevents sites from collecting customer information using user names and passwords and building dossiers on particular customers (Gabber, column 2, lines 13-19).

**Claims 31 and 40:**

With regard to the limitations of:

- *registering a user as a member of a club by a club manager web site;*
- generating a value token associating the club member with entitlement to the benefit due to membership in the club;
- *cryptographically signing the value token;*
- *verifying, by the affiliated web site, that the signed value token is valid; and*
- *providing the benefit to the club member by the affiliated web site when the signed value token is valid, see the rejection of claim 27 above.*

Laor discloses *offering the benefit to the club member in a link to an affiliated web site* as shown above in the rejection of claim 27. Laor does not specifically disclose *authenticating the club member*. Gabber, however, in column 7, lines 21-24, discloses a "basic authentication request," which is a common procedure used by servers to identify users on the World Wide Web. It would have been obvious to one of ordinary skill in the art at the time of the invention to combine Laor with Gabber and utilize the old and well-known

technique of authenticating registered users because authentications prevent fraud and abuse.

In addition, the combination of Laor/Gabber does not specifically disclose communicating the signed value token from the club manager web site directly to the affiliated web site without storing the signed value token by the club member. However, Gabber shows a method of communicating a credential to an affiliate without requiring the anonymous club member to store a value token (column 11, lines 15-54). In Laor, the credential is communicated to the affiliate in the form of a cookie stored on the user's computer. The value token contains information entitling the user to "a coupon" (Laor, column 2, line 1- 21) that modifies a transaction. In Gabber the value token takes the form of data identifiers that allow server sites to recognize returning users and provide personalized service to them (Gabber, column 11, lines 56-58). These identifiers are transmitted directly from the proxy site to the server site (Gabber, column 7, lines 7-11). Both the coupon and data identifier applications of the value token fall under the applicant's definition of a value token as defined in the instant application (page 7, line 22). It would have been obvious to one of ordinary skill in the art at the time of the invention, to substitute the method of using a cookie to transmit the value token to the affiliate with the method of direct transmission of the value token from the club manager (proxy site) to the affiliate because cookies may compromise a user's security by collecting information about the user and transmitting that information back to a web-site without the user's knowledge (Gabber, column 2, lines 39-50).

With regard to the limitation of *without further interaction between the at least one club member and the club manager*, the Examiner stipulates that the figure provided by the Applicant in the Appeal Brief is accurate with regard to the fundamental block diagrams of the layout between the club member, and the club manger and the affiliate as disclosed by Laor and Gabber. The voluntarily supplied diagram specifically shows Laor teaching that the benefit i.e. coupon or token, cryptographically signed, being delivered to the club member without having to further communicate with the club manager i.e. proxy. This aspect of the claimed invention has been repeatedly asserted in that the obviousness rejection in the previous Office actions has not been acceptable to the Applicant. In response to this assertion, the Examiner maintains that it would be obvious to one of ordinary skill in the art at the time of the invention to combine the structure of Laor and the structure of Gabber to teach the limitations as cited by the Applicant. As evidence, Laor specifically shows the benefit being delivered to the club member without going back through the proxy, as Gabber shows. Combining this aspect of Laor with the structure of Gabber clearly discloses the structure and fundamental framework as claimed by the Applicant.

Laor and Gabber disclose cookies and tokens as shown above. The combination of Laor/Gabber does not specifically disclose that the benefit can be a cryptographically signed token or a coupon substituted for a cookie. Kunzelman, however, in column 2, line 29 to 57, discloses that the cryptographically signed token is an equivalent replacement for a cookie. It would have been obvious to one of ordinary skill in the art at the time of the

invention to combine Laor, Gabber, and Kunzelman to substantially eliminate the security risks associated with prior art techniques of approving transactions between a user and an electronic transaction system, while maintaining a satisfactory degree of anonymity and providing an efficient means for conducting online transactions.

With regard to the newly added limitations of an affiliate registering for the club and registering before or after other club members, it would have been obvious to one of ordinary skill in the art to require an affiliate to register with the club in order to provide a link to the affiliate's web site to other club members in users. In addition it would also be obvious to one of ordinary skill in the art that affiliate's join the club membership roster either before or after users joined because this enables a club manager to continually update an increase or decrease the affiliated roster as a club manager sees fit.

**Claims 33 and 42:**

Laor discloses multiple servers and a client connected through the Internet (Figure 1). Laor does not specifically disclose that *the club manager web site and the affiliated web site are operated by different entities*. Gabber, however, in Figure 2 shows multiple affiliates not associated with each other or a club manager. It would have been obvious to one having ordinary skill in the art at the time of the invention to combine Laor with Gabber because permitting non-affiliated groups to participate in a benefit-passing program between the websites of multiple services and affiliations attracts more clients to the system, thereby increasing profitability.

**Claim 37:**

Laor discloses data representative of an electronic coupon serial number or identification number, data representative of a unique key that can be used to validate or authenticate the coupon, data representative of the vendor that authorized the coupon and will redeem the coupon, data representative of the nature of the discount or access provided by the coupon, data representative of the server or entity that issued the coupon (column 4, lines 7-14). Laor does not specifically disclose that *the value token is unique for a combination of the club member, the affiliated web site, and the benefit*. However, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the token to be exclusive to the club member, web site, and benefit transaction. By assigning only one unique key or identifier to each transaction, the details of each business deal may be stored for future identification and historical record.

**Claims 38 and 47:**

The combination of Laor/Gabber discloses the limitations as shown in the rejections of claims 31 and 40 above. Laor/Gabber do not specifically disclose *communicating the signed value token from the club manager web site to the affiliated web site comprises passing the signed value token as part of a form post to the affiliated web site*. Gabber, however, in column 11, line 7, discloses the use of electronic form processing. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Laor/Gabber to include the use of electronic forms processing between web sites because

electronic forms provide efficient and standardized procedures for posting, processing and transferring data between computers.

**Claims 39 and 48:**

Laor discloses using web browsers (column 3, lines 60-62). Laor does not disclose *communicating the signed value token from the club manager web site to the affiliated web site comprises passing the signed value token in a dynamic hyper text markup language (DHTML) link by using a web browser of the club member.* Gabber, however, in column 8, lines 12-16, does disclose the use of HTML documents. Although Laor/Gabber do not specifically disclose DHTML, it would have been obvious to combine Laor and Gabber and modify it to include dynamic HTML web functions because DHTML is a common web-based programming language.

10. Claims 32, 35, 41, and 44 are rejected under 35 U.S.C. 103(a) as being unpatentable over Laor/Gabber/Kunzelman further in view of Barnett et al. (U.S. 6,321,208).

**Claims 32 and 41:**

The combination of Laor/Gabber/Kunzelman discloses the limitations as shown in the rejections of claims 31 and 40 above. Laor/Gabber/Kunzelman do not disclose *registering the signed value token as used by the affiliated web site, thereby preventing the club member from subsequently obtaining the benefit.* Barnett, however, in column 5, lines 46-62 discloses registering the value token as used after the benefit transaction is completed. It would have been obvious to

one having ordinary skill in the art at the time of the invention to modify Laor/Gabber/Kunzelman with Barnett's registering the value token as used after the benefit transaction is completed. In certain instances an affiliate may want to offer a club member only one chance to redeem a value token in order that the club manager may reduce costs incurred by offering the benefit, thus it would be to the affiliate's advantage to register each token as used after the benefit transaction is completed.

**Claims 35 and 44:**

The combination of Laor/Gabber/Kunzelman discloses the limitations as shown in the rejections of claims 31 and 40 above. Laor/Gabber/Kunzelman do not disclose *verifying, by the affiliated web site, that the value token has not been previously used by any club member.* Barnett, in column 5, lines 46-62, discloses verifying the authenticity comprises determining that the value token has not been previously used. It would have been obvious to one having ordinary skill in the art at the time of the invention to modify Laor/Gabber/Kunzelman with Barnett's verification of authenticity because by determining a value token has not previously been used a club manager or affiliate can reduce fraud and offer one-time use value tokens.

11. Claims 34 and 43 are rejected under 35 U.S.C. 103(a) as being unpatentable over Laor/Gabber/Kunzelman in view of Eggleston et al. (U.S. 6,061,660).

**Claims 34 and 43:**

The combination of Laor/Gabber/Kunzelman discloses the limitations as shown in the rejections of claims 31 and 40 above. Laor/Gabber/Kunzelman do not disclose *billing the club member web site, by the affiliated web site, for the benefit delivered to the club member*. Eggleston, however, in column 15, lines 8-12 shows billing a club manager for a benefit provided to a club member. It would have been obvious to one having ordinary skill in the art at the time of the invention to modify Laor/Gabber/Kunzelman with Eggleston's billing technique because billing a club manager for a benefit provided allows a club manager to offer an incentive to a club member without financially burdening the affiliate offering the benefit redemption.

### Conclusion

12. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).
13. A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to **James A. Reagan** whose telephone number is **(703) 306-9131**. The examiner can normally be reached on Monday-Friday, 9:30am-5:00pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, **James Trammell** can be reached at (703) 305-9768.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the **Receptionist** whose telephone number is **(703) 305-3900**.

Any response to this action should be mailed to:

***Commissioner of Patents and Trademarks***

**Washington, D.C. 20231**

or faxed to:

**(703) 305-7687** [Official communications; including

After Final communications labeled "Box AF"]

**(703) 308-1396** [Informal/Draft communications, labeled  
"PROPOSED" or "DRAFT"]

Hand delivered responses should be brought to Crystal Park 5, 2451  
Crystal Drive, Arlington, VA, 7<sup>th</sup> floor receptionist.

JAR  
21 May 2004

JAMES P. TRAMMELL  
SUPERVISORY PATENT EXAMINER  
TECHNOLOGY CENTER 3600